

AGREEMENT FOR ISSUANCE OF DECALS FOR REGISTRATION RENEWALS- STATIONS

THIS AGREEMENT is made by and between: _____
(hereinafter "INTERMEDIARY"), a Utah organization, having a primary address at _____ and the **State of Utah**, acting
by and through the **Utah State Tax Commission ("USTC") and the Division of Motor
Vehicles**, hereinafter collectively referred to as "STATE."

NOW THEREFORE, in consideration of the provisions and the covenants and
agreements hereinafter set forth, INTERMEDIARY and the STATE hereby enter into an
agreement whereby:

STATE agrees:

To permit INTERMEDIARY to conduct motor vehicle registration renewals for its
patrons via the On the Spot website. In that regard, INTERMEDIARY will be
authorized to issue Registration forms and decals to those patrons completing
that process at the location(s) identified below:

INTERMEDIARY agrees:

1. It is understood and agreed that the INTERMEDIARY in the performance of its
obligations under this Agreement is an independent contractor and is not an agent of
the STATE. INTERMEDIARY'S employees shall not be deemed to be employees of
the STATE.
2. INTERMEDIARY shall be licensed and operating as an I/M or Inspection station and
have been so licensed and operating for at least two years prior to the execution of
this Agreement.
3. INTERMEDIARY agrees to designate certain employees to perform the function
identified in this Agreement and to order and receive decals from STATE.
INTERMEDIARY will provide STATE with a list of those employees authorized to
order and receive decals.
4. All decals will be ordered and delivered to the specified employee designated by the
INTERMEDIARY by notice to the STATE. Decals will be ordered from and issued
by the STATE to the INTERMEDIARY in orders of at least 100. INTERMEDIARY

may reorder another supply of 100 when its current stock reaches 50 or less. If INTERMEDIARY processes 100 renewals in less than two weeks, it will be authorized to increase its order to 400 per order. The STATE requires three business days to process orders, and as such, the INTERMEDIARY will place orders in sufficient time to allow for the ordering process. The STATE will ship all decal orders via the STATE'S common next day carrier.

5. All decals issued to INTERMEDIARY shall be kept in a secure locked cabinet or safe under the control of an authorized employee. Any decals ordered but not delivered must be reported to the STATE immediately. Decals not certified by the STATE as undelivered shall be deemed lost and subject to the penalties set forth in this Agreement.
6. INTERMEDIARY agrees to follow procedures mandated by the STATE in performing renewal transactions. All employees authorized to perform transactions and/or order and receive decals shall complete training provided by the STATE prior to commencing those duties. Employees may not under any circumstances reveal their password to anyone.
7. INTERMEDIARY hereby agrees that the STATE shall have access to all business and appropriate records during normal business hours for purposes of auditing INTERMEDIARY'S performance.
8. INTERMEDIARY agrees that the first loss or misuse of any decal shall be subject to at least a warning letter with necessary corrective action defined. Three damaged or missing decals within a period of 90 days will result in the temporary suspension of the INTERMEDIARY from the program. Loss of ten or more decals shall result in termination regardless of whether such loss or misuse constitutes an initial incident.
9. The STATE may terminate this Agreement at anytime with or without cause and upon receipt of a Notice of Termination the INTERMEDIARY will cease any and all activities under the program, return in good order, all inventory provided by the STATE, and shall terminate any promotion of participation in the program.
10. INTERMEDIARY will provide a contact person to the STATE who will be responsible to discuss problems, concerns and changes.
11. Publicity: Any publicity of this program, participation in this program, and/or the availability of services performed by the Intermediary under the provisions of this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the Intermediary shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah

State Tax Commission. Failure to comply with this revision may result in termination of this agreement.

12. INTERMEDIARY agrees to be in compliance with all taxes due STATE. Failure to remit taxes due STATE in a timely manner may result in termination of this Agreement.
13. Should INTERMEDIARY elect to use its own credit card to pay for an OTS transaction in the event that a customer lacks a credit card and pays by some alternative means such as by check, the INTERMEDIARY is liable for the cost incurred: whether there be a problem with the transaction or a problem with the customer's payment.
14. INTERMEDIARY, being identified as an inspection station, is required to process at least an average of 50 renewal transactions per month, or 600 per year.

GENERAL PROVISIONS

1. INTERMEDIARY shall not use any information provided under the terms of this agreement beyond any purpose not expressed in this agreement without prior written approval of the STATE.
2. INTERMEDIARY agrees not to assign this Agreement or any interest therein without the prior written consent of the STATE.
3. INTERMEDIARY agrees to furnish, in the amount of \$10,000, a surety bond executed by a financial institution or surety company licensed to do business in the State of Utah.
4. INTERMEDIARY agrees to keep, for a period of five years records identifying each person or entity that accesses information and the permitted purpose for which the information will be used and must make such records available to the STATE upon request.
5. INTERMEDIARY agrees that it will, and hereby does, indemnify, defend, and hold the State, its employees and its agents, harmless from and against any and all loss, cost, liability and expense of every kind and nature claimed by a third party which result from or arise out of this Agreement; provided, however, the foregoing indemnity shall not apply to the extent of such third party claims results from or

arises out of the State's negligent acts or failure to act. The State shall have the right to appoint an attorney to participate in the defense of any such claim at the State's expense, provided that such participation shall not interfere with INTERMEDIARY'S right to have sole control of the defense and negotiations for settlement or compromise of such claim.

6. The relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other party in any manner or capacity whatsoever.
7. This Agreement is subject to and governed by the Driver's Privacy Protection Act, specifically, though not limited to, United States Code Title 18 Part I Chapter 123 §2721; Utah Code Ann. §41-1a-116(3); and Utah code Ann. §63-2-101, inclusively, as may be amended from time to time.
8. Any issues arising from the actions authorized by this agreement shall be directed to:

STATE: Director
Motor Vehicle Division
Utah State Tax Commission
Salt Lake City, UT 84134

INTERMEDIARY:

The STATE and INTERMEDIARY mutually agree:

1. The terms of this Agreement should be interpreted in accordance with laws of the State of Utah.
2. That the STATE shall not be responsible for omissions or errors in the data accessed or processed.
3. Notwithstanding "MVA USAGE" §13, this Agreement shall remain in effect until the 1st day of June, 2010 or until canceled by the INTERMEDIARY upon sixty (60) days prior written notice to the STATE or canceled by the STATE upon written notice.
4. This Agreement may be revised or amended by supplemental written addendum with the mutual consent, in writing, of both parties hereto.
5. The INTERMEDIARY shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract for change in ownership.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

STATE OF UTAH

BY: _____
Director, Division of Motor Vehicles

DATE: _____

BY: _____
Rodney G Marrelli, Executive Director

DATE: _____

INTERMEDIARY

BY: _____

NAME: _____
Print Name

DATE: _____